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Certificate of Notice Page 1 of 4
United States Bankruptcy Court States Bankruptčy Eastern District of Pennsylvania

In re: AnnMarie Preston-Raj Debtor

Case No. 16-15698-elf

Date Rcvd: Apr 04, 2018

Chapter 13

### CERTIFICATE OF NOTICE

User: Virginia District/off: 0313-2 Page 1 of 1

Form ID: pdf900 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 06, 2018.

db +AnnMarie Preston-Raj, 69 W. Sharpnack Street, Philadelphia, Pa 19119-2722

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 06, 2018 Signature: /s/Joseph Speetjens

#### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 4, 2018 at the address(es) listed below:

CAROL B. MCCULLOUGH on behalf of Debtor AnnMarie Preston-Raj mccullougheisenberg@gmail.com, G25217@notify.cincompass.com CHRISOVALANTE FLIAKOS on behalf of Creditor CITIMORTGAGE, INC. paeb@fedphe.com MARIO J. HANYON on behalf of Creditor CITIMORTGAGE, INC. paeb@fedphe.com MATTEO SAMUEL WEINER on behalf of Creditor MIDFIRST BANK bkgroup@kmllawgroup.com REBECCA ANN SOLARZ on behalf of Creditor MIDFIRST BANK bkgroup@kmllawgroup.com ROBERT PATRICK WENDT on behalf of Creditor CITIMORTGAGE, INC. paeb@fedphe.com United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 8

### IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

AnnMarie Preston-Raj		CHAPTER 13
	<u>Debtor</u>	
MIDFIRST BANK	Movem	
vs.	<u>Movant</u>	NO. 16-15698 ELF
AnnMarie Preston-Raj	Debtor	
	Destai	LLUG C Santian 262
William C. Miller Esq.	Trustee	11 U.S.C. Section 362

## **STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$1,573.17, which breaks down as follows:

Post-Petition Payments:

February 2018 at \$1,550.87/month

Late Charges:

February 2018 at \$45.12/month

Suspense Balance:

\$22,82

**Total Post-Petition Arrears** \$1,573.17

- The Debtor(s) shall cure said arrearages in the following manner;
- a). Beginning on March 1, 2018 and continuing through August 1, 2018, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$1,550.87 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$262.20 from March 2018 through July 2018 and \$262.17 on August 2018 towards the arrearages on or before the last day of each month at the address below;

MidFirst Bank 999 North West Grand Boulevard Oklahoma City, OK 73118

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

- Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.
  - 5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
  - 9. The parties agree that a facsimile signature shall be considered an original signature.

Date: March 8, 2018

Rebecca A. Solarz, Esquire

By: /s/ Rebecca A. Solarz, Esquire

Carol B. McCullough Attorney for Debtor

Date: 4 2 18

William C. Miller Chapter 13 Trustee

but projemble to any tostee rights or remedies

NO OBJECTION

\*without prejudice to any trustee rights or remedies

# ORDER

Approved by the Court this  $\underline{4th}$  day of  $\underline{April}$ , 2018. However, the court retains discretion regarding entry of any further order.

ERIC L. FRANK

U.S. BANKRUPTCY JUDGE